

United States Bankruptcy Court
Eastern District of Virginia - Norfolk Division

In re Rachelle Denise Epps Case No. 19-71182
Debtor(s) Chapter 13

SPECIAL NOTICE TO SECURED CREDITOR

To: Credit Acceptance
c/o Brett A. Roberts, CEO
25505 West 12 Mile Road
Southfield, MI 48034
Name of creditor

2012 Lexus LS 460
Description of collateral

1. The attached chapter 13 plan filed by the debtor(s) proposes (*check one*):
- ☒ To value your collateral. ***See Section 4 of the plan.*** Your lien will be limited to the value of the collateral, and any amount you are owed above the value of the collateral will be treated as an unsecured claim.
- ☐ To cancel or reduce a judgment lien or a non-purchase money, non-possessory security interest you hold. ***See Section 8 of the plan.*** All or a portion of the amount you are owed will be treated as an unsecured claim.
2. ***You should read the attached plan carefully for the details of how your claim is treated.*** The plan may be confirmed, and the proposed relief granted, unless you file and serve a written objection by the date specified and appear at the confirmation hearing. A copy of the objection must be served on the debtor(s), their attorney, and the chapter 13 trustee.

Date objection due: 7 days prior to confirmation date
Date and time of confirmation hearing: 06/13/2019 at 9:30 AM
Place of confirmation hearing: Chief Judge St. John's Courtroom, 4th Floor, Courtroom 2, Norfolk, VA

Rachelle Denise Epps
Name(s) of debtor(s)

By: /s/ Tommy C. Smith, III
Tommy C. Smith, III 42409
Signature

☒ Debtor(s)' Attorney
☐ Pro se debtor

Tommy C. Smith, III 42409
Name of attorney for debtor(s)
1600 Virginia Beach Blvd.
Virginia Beach, VA 23454
Address of attorney [or pro se debtor]

Tel. # 757-428-3481
Fax # 757-491-6174

CERTIFICATE OF SERVICE

I hereby certify that true copies of the foregoing Notice and attached Chapter 13 Plan and Related Motions were served upon the creditor noted above by

☒ first class mail in conformity with the requirements of Rule 7004(b), Fed.R.Bankr.P; or

☐ certified mail in conformity with the requirements of Rule 7004(h), Fed.R.Bankr.P

on this **April 4, 2019**.

/s/ Tommy C. Smith, III

Tommy C. Smith, III 42409

Signature of attorney for debtor(s)

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA - NORFOLK DIVISION

CHAPTER 13 PLAN
AND RELATED MOTIONS

Name of Debtor(s): **Rachelle Denise Epps**

Case No: **19-71182**

This plan, dated **04/04/2019**, is:

- ☒ the *first* Chapter 13 plan filed in this case.
☐ a modified Plan, which replaces the
☐ confirmed or ☐ unconfirmed Plan dated ____.

Date and Time of Modified Plan Confirmation Hearing:

Place of Modified Plan Confirmation Hearing:

The Plan provisions modified by this filing are:

Creditors affected by this modification are:

1. Notices

To Creditors:

Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. You should read this plan carefully and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least 7 days before the date set for the hearing on confirmation, unless otherwise ordered by the Bankruptcy Court.

(1) Richmond and Alexandria Divisions:

The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed.

(2) Norfolk and Newport News Divisions: a confirmation hearing will be held even if no objections have been filed.

(a) A scheduled confirmation hearing will not be convened when:

- (1) an amended plan is filed prior to the scheduled confirmation hearing; or
(2) a consent resolution to an objection to confirmation anticipates the filing of an amended plan and the objecting party removes the scheduled confirmation hearing prior to 3:00 pm on the last business day before the confirmation hearing.

In addition, you may need to file a timely proof of claim in order to be paid under any plan.

The following matters may be of particular importance.

Debtors must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked as "Not Included" or if both boxes are checked, the provision will be ineffective if set out later in the plan.

A.	A limit on the amount of a secured claim, set out in Section 4.A which may result in a partial payment or no payment at all to the secured creditor	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included
B.	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in Section 8.A	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included
C.	Nonstandard provisions, set out in Part 12	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not included

2. Funding of Plan. The debtor(s) propose to pay the Trustee the sum of **\$502.00 per month for 4 months, then \$743.00 per month for 56 months.**

Other payments to the Trustee are as follows:

Lump 1= \$ 3,500.00 in month 10 .
 Lump 2= \$ 3,500.00 in month 22 .
 Lump 3= \$ 3,500.00 in month 34 .
 Lump 4= \$ 3,500.00 in month 46 .
 Lump 5= \$ 3,500.00 in month 58 .

The total amount to be paid into the Plan is \$ 61,116.00 .

3. Priority Creditors. The Trustee shall pay allowed priority claims in full unless the creditor agrees otherwise.

A. Administrative Claims under 11 U.S.C. § 1326.

1. The Trustee will be paid the percentage fee fixed under 28 U.S.C. § 586(e), not to exceed 10% of all sums received under the plan.
2. Check one box:

- ☒ Debtor(s)' attorney has chosen to be compensated pursuant to the "no-look" fee under Local Bankruptcy Rule 2016-1(C)(1)(a) and (C)(3)(a) and will be paid \$ 4,460.00 , balance due of the total fee of \$ 5,100.00 concurrently with or prior to the payments to remaining creditors.
- ☐ Debtor(s)' attorney has chosen to be compensated pursuant to Local Bankruptcy Rule 2016-1(C)(1)(c)(ii) and must submit applications for compensation as set forth in the Local Rules.

B. Claims under 11 U.S.C. § 507.

The following priority creditors will be paid by deferred cash payments pro rata with other priority creditors or in monthly installments as below, except that allowed claims pursuant to 11 U.S.C. § 507(a)(1) will be paid pursuant to 3.C below:

Creditor	Type of Priority	Estimated Claim	Payment and Term
City of Chesapeake Treasurer	Taxes and certain other debts	1,607.00	Prorata 4 months

C. Claims under 11 U.S.C. § 507(a)(1).

The following priority creditors will be paid prior to other priority creditors but concurrently with administrative claims above.

Creditor	Type of Priority	Estimated Claim	Payment and Term
-NONE-			

4. Secured Creditors: Motions to Value Collateral ("Cramdown"), Collateral being Surrendered, Adequate Protection Payments, and Payment of certain Secured Claims.

A. Motions to Value Collateral (other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) or by the final paragraph of 11 U.S.C. § 1325(a)). Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion to value collateral as set forth herein.

This section deals with valuation of certain claims secured by real and/or personal property, other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) [real estate which is debtor(s)' principal residence] or by the final paragraph of 11 U.S.C. § 1325(a) [motor vehicles purchased within 910 days or any other thing of value purchased within 1 year before filing bankruptcy], in which the replacement value is asserted to be less than the amount owing on the debt. **Such debts will be treated as secured claims only to the extent of the replacement value of the collateral. That value will be paid with interest as provided in sub-section D of this section. You must refer to section 4(D) below to determine the interest rate, monthly payment and estimated term of repayment of any "crammed down" loan. The deficiency balance owed on such a loan will be treated as an unsecured claim to be paid only to the extent provided in section 5 of the Plan.** The following secured claims are to be "crammed down" to the following values:

Creditor	Collateral	Purchase Date	Est. Debt Bal.	Replacement Value
-NONE-				

B. Real or Personal Property to be Surrendered.

Upon confirmation of the Plan, or before, the debtor(s) will surrender his/her/their interest in the collateral securing the claims of the following creditors in satisfaction of the secured portion of such creditors' allowed claims. To the extent that

the collateral does not satisfy the claim, any timely filed deficiency claim to which the creditor is entitled may be paid as a non-priority unsecured claim. Confirmation of the Plan shall terminate the automatic stay under §§ 362(a) and 1301(a) as to the interest of the debtor(s), any co-debtor(s) and the estate in the collateral.

<u>Creditor</u>	<u>Collateral Description</u>	<u>Estimated Value</u>	<u>Estimated Total Claim</u>
-NONE-			

C. Adequate Protection Payments.

The debtor(s) propose to make adequate protection payments required by 11 U.S.C. § 1326(a) or otherwise upon claims secured by personal property, until the commencement of payments provided for in sections 4(D) and/or 7(B) of the Plan, as follows:

<u>Creditor</u>	<u>Collateral</u>	<u>Adeq. Protection Monthly Payment</u>	<u>To Be Paid By</u>
Credit Acceptance	2012 Lexus LS 460	250.00	Trustee EOM

Any adequate protection payment upon an unexpired lease of personal property assumed by the debtor(s) pursuant to section 7(B) of the Plan shall be made by the debtor(s) as required by 11 U.S.C. § 1326(a)(1)(B) (payments coming due after the order for relief).

D. Payment of Secured Claims on Property Being Retained (except those loans provided for in section 6 of the Plan):

This section deals with payment of debts secured by real and/or personal property [including short term obligations, judgments, tax liens and other secured debts]. After confirmation of the Plan, the Trustee will pay to the holder of each allowed secured claim, which will be either the balance owed on the indebtedness or, where applicable, the collateral's replacement value as specified in sub-section A of this section, **whichever is less**, with interest at the rate provided below, the monthly payment specified below until the amount of the secured claim has been paid in full. **Upon confirmation of the Plan, the valuation specified in sub-section A and interest rate shown below will be binding unless a timely written objection to confirmation is filed with and sustained by the Court.**

<u>Creditor</u>	<u>Collateral</u>	<u>Approx. Bal. of Debt or "Crammed Down" Value</u>	<u>Interest Rate</u>	<u>Monthly Payment & Est. Term</u>
Credit Acceptance	2012 Lexus LS 460	34,520.00	6.25%	Prorata 42months

E. Other Debts.

Debts which are (i) mortgage loans secured by real estate which is the debtor(s)' principal residence, or (ii) other long term obligations, whether secured or unsecured, to be continued upon the existing contract terms with any existing default in payments to be cured pursuant to 11 U.S.C. § 1322(b)(5), are provided for in section 6 of the Plan.

5. Unsecured Claims.

A. Not separately classified. Allowed non-priority unsecured claims shall be paid pro rata from any distribution remaining after disbursement to allowed secured and priority claims. Estimated distribution is approximately 31 %. The dividend percentage may vary depending on actual claims filed. If this case were liquidated under Chapter 7, the debtor(s) estimate that unsecured creditors would receive a dividend of approximately 0 %.

B. Separately classified unsecured claims.

<u>Creditor</u>	<u>Basis for Classification</u>	<u>Treatment</u>
-NONE-		

6. Mortgage Loans Secured by Real Property Constituting the Debtor(s)' Principal Residence; Other Long Term Payment Obligations, whether secured or unsecured, to be continued upon existing contract terms; Curing of any existing default under 11 U.S.C. § 1322(b)(5).

A. Debtor(s) to make regular contract payments; arrears, if any, to be paid by Trustee. The creditors listed below will be paid by the debtor(s) pursuant to the contract without modification, except that arrearages, if any, will be paid by the Trustee either pro rata with other secured claims or on a fixed monthly basis as indicated below, without interest unless an interest rate is designated below for interest to be paid on the arrearage claim and such interest is provided for in the loan agreement. A default on the regular contract payments on the debtor(s) principal residence is a default under the terms of the plan.

<u>Creditor</u>	<u>Collateral</u>	<u>Regular Contract Payment</u>	<u>Estimated Arrearage</u>	<u>Arrearage Interest Rate</u>	<u>Estimated Cure Period</u>	<u>Monthly Arrearage Payment</u>
-NONE-						

- B. Trustee to make contract payments and cure arrears, if any.** The Trustee shall pay the creditors listed below the regular contract monthly payments that come due during the period of this Plan, and pre-petition arrearages on such debts shall be cured by the Trustee either pro rata with other secured claims or with monthly payments as set forth below.

<u>Creditor</u>	<u>Collateral</u>	<u>Regular Contract Payment</u>	<u>Estimated Arrearage</u>	<u>Interest Rate on Arrearage</u>	<u>Monthly Payment on Arrearage & Est. Term</u>
-NONE-					

- C. Restructured Mortgage Loans to be paid fully during term of Plan.** Any mortgage loan against real estate constituting the debtor(s)' principal residence upon which the last scheduled contract payment is due before the final payment under the Plan is due shall be paid by the Trustee during the term of the Plan as permitted by 11 U.S.C. § 1322(c)(2) with interest at the rate specified below as follows:

<u>Creditor</u>	<u>Collateral</u>	<u>Interest Rate</u>	<u>Estimated Claim</u>	<u>Monthly Payment & Term</u>
-NONE-				

7. Unexpired Leases and Executory Contracts. The debtor(s) move for assumption or rejection of the executory contracts, leases and/or timeshare agreements listed below.

- A. Executory contracts and unexpired leases to be rejected.** The debtor(s) reject the following executory contracts:

<u>Creditor</u>	<u>Type of Contract</u>
-NONE-	

- B. Executory contracts and unexpired leases to be assumed.** The debtor(s) assume the following executory contracts. The debtor(s) agree to abide by all terms of the agreement. The Trustee will pay the pre-petition arrearages, if any, through payments made pro rata with other priority claims or on a fixed monthly basis as indicated below.

<u>Creditor</u>	<u>Type of Contract</u>	<u>Arrearage</u>	<u>Monthly Payment for Arrears</u>	<u>Estimated Cure Period</u>
-NONE-				

8. Liens Which Debtor(s) Seek to Avoid.

- A. The debtor(s) move to avoid liens pursuant to 11 U.S.C. § 522(f).** The debtor(s) move to avoid the following judicial liens and non-possessory, non-purchase money liens that impair the debtor(s)' exemptions. **Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion and cancel the creditor's lien.** If an objection is filed, the Court will hear evidence and rule on the motion at the confirmation hearing.

<u>Creditor</u>	<u>Collateral</u>	<u>Exemption Basis</u>	<u>Exemption Amount</u>	<u>Value of Collateral</u>
-NONE-				

- B. Avoidance of security interests or liens on grounds other than 11 U.S.C. § 522(f).** The debtor(s) have filed or will file and serve separate adversary proceedings to avoid the following liens or security interests. The creditor should review the notice or summons accompanying such pleadings as to the requirements for opposing such relief. The listing here is for information purposes only.

<u>Creditor</u>	<u>Type of Lien</u>	<u>Description of Collateral</u>	<u>Basis for Avoidance</u>
-NONE-			

9. Treatment and Payment of Claims.

- All creditors must timely file a proof of claim to receive any payment from the Trustee.
 - If a claim is scheduled as unsecured and the creditor files a claim alleging the claim is secured but does not timely object to confirmation of the Plan, the creditor may be treated as unsecured for purposes of distribution under the Plan. This paragraph does not limit the right of the creditor to enforce its lien, to the extent not avoided or provided for in this case, after the debtor(s) receive a discharge.
 - If a claim is listed in the Plan as secured and the creditor files a proof of claim alleging the claim is unsecured, the creditor will be treated as unsecured for purposes of distribution under the Plan.
 - The Trustee may adjust the monthly disbursement amount as needed to pay an allowed secured claim in full.
 - If relief from the automatic stay is ordered as to any item of collateral listed in the plan, then, unless otherwise ordered by the court, all payments as to that collateral will cease, and all secured claims based on that collateral will no longer be treated by the plan.
 - Unless otherwise ordered by the Court, the amount of the creditor's total claim listed on the proof of claim controls over any contrary amounts listed in the plan.
- 10. Vesting of Property of the Estate.** Property of the estate shall revert in the debtor(s) upon confirmation of the Plan. Notwithstanding such vesting, the debtor(s) may not transfer, sell, refinance, encumber real property or enter into a mortgage loan modification without approval of the Court after notice to the Trustee, any creditor who has filed a request for notice and other creditors to the extent required by the Local Rules of this Court.
- 11. Incurrence of indebtedness.** The debtor(s) shall not voluntarily incur additional indebtedness exceeding the cumulative total of \$5,000 principal amount during the term of this Plan, whether unsecured or secured, except upon approval of the Court after notice to the Trustee, any creditor who has filed a request for notice, and other creditors to the extent required by the Local Rules of this Court.
- 12. Nonstandard Plan Provisions**
- ☐ None. If "None" is checked, the rest of Part 12 need not be completed or reproduced.
- Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Official Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.**

The following plan provisions will be effective only if there is a check in the box "Included" in § 1.C.

Debtor shall continue to make student loan payments outside plan as debt is non-dischargeable and extends beyond the life of the plan.

Step up occurs when debtor's retirement loans are paid.

Annual lump sum payment shall be made from debtor's annual bonus typically received in February.

Dated: March 27, 2019

/s/ Rachelle Denise Epps

Rachelle Denise Epps

Debtor

/s/ Tommy C. Smith, III

Tommy C. Smith, III 42409

Debtor's Attorney

By filing this document, the Attorney for Debtor(s) or Debtor(s) themselves, if not represented by an attorney, also certify(ies) that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in the Local Form Plan, other than any nonstandard provisions included in Part 12.

Exhibits: Copy of Debtor(s)' Budget (Schedules I and J); Matrix of Parties Served with Plan

Certificate of Service

I certify that on 04/04/2019, I mailed a copy of the foregoing to the creditors and parties in interest on the attached Service List.

/s/ Tommy C. Smith, III

Tommy C. Smith, III 42409

Signature

**1600 Virginia Beach Blvd.
Virginia Beach, VA 23454**

Address

757-428-3481

Telephone No.

CERTIFICATE OF SERVICE PURSUANT TO RULE 7004

I hereby certify that on 04/04/2019 true copies of the forgoing Chapter 13 Plan and Related Motions were served upon the following creditor(s):

**Credit Acceptance
c/o Brett A. Roberts, CEO
25505 West 12 Mile Road
Southfield, MI 48034**

- ☒ by first class mail in conformity with the requirements of Rule 7004(b), Fed.R.Bankr.P.; or
☐ by certified mail in conformity with the requirements of Rule 7004(h), Fed.R.Bankr.P

/s/ Tommy C. Smith, III
Tommy C. Smith, III 42409

Fill in this information to identify your case:

Debtor 1 Rachelle Denise Epps

Debtor 2
(Spouse, if filing) _____

United States Bankruptcy Court for the: EASTERN DISTRICT OF VIRGINIA - NORFOLK DIVISION

Case number 19-71182
(If known)

Check if this is:

- ☐ An amended filing
- ☐ A supplement showing postpetition chapter 13 income as of the following date:

MM / DD / YYYY

Official Form 106I

Schedule I: Your Income

12/15

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Employment

1. Fill in your employment information.

If you have more than one job, attach a separate page with information about additional employers.

Include part-time, seasonal, or self-employed work.

Occupation may include student or homemaker, if it applies.

Employment status

Occupation

Employer's name

Employer's address

Debtor 1

- ☒ Employed
- ☐ Not employed

Supervisor

Bank of America

8011 Villa Park Drive
VA 22328

Debtor 2 or non-filing spouse

- ☐ Employed
- ☐ Not employed

How long employed there? 6 years

Part 2: Give Details About Monthly Income

Estimate monthly income as of the date you file this form. If you have nothing to report for any line, write \$0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

2. List monthly gross wages, salary, and commissions (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.

3. Estimate and list monthly overtime pay.

4. Calculate gross income. Add line 2 + line 3.

For Debtor 1

For Debtor 2 or non-filing spouse

2. \$ 6,286.00 \$ N/A

3. +\$ 0.00 +\$ N/A

4. \$ 6,286.00 \$ N/A

Debtor 1 **Rachelle Denise Epps**

Case number (if known) **19-71182**

		For Debtor 1	For Debtor 2 or non-filing spouse
Copy line 4 here	4.	\$ 6,286.00	\$ N/A
5. List all payroll deductions:			
5a. Tax, Medicare, and Social Security deductions	5a.	\$ 1,105.00	\$ N/A
5b. Mandatory contributions for retirement plans	5b.	\$ 0.00	\$ N/A
5c. Voluntary contributions for retirement plans	5c.	\$ 0.00	\$ N/A
5d. Required repayments of retirement fund loans	5d.	\$ 241.00	\$ N/A
5e. Insurance	5e.	\$ 733.00	\$ N/A
5f. Domestic support obligations	5f.	\$ 0.00	\$ N/A
5g. Union dues	5g.	\$ 0.00	\$ N/A
5h. Other deductions. Specify:	5h.+	\$ 0.00	\$ N/A
6. Add the payroll deductions. Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	6.	\$ 2,079.00	\$ N/A
7. Calculate total monthly take-home pay. Subtract line 6 from line 4.	7.	\$ 4,207.00	\$ N/A
8. List all other income regularly received:			
8a. Net income from rental property and from operating a business, profession, or farm Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	8a.	\$ 0.00	\$ N/A
8b. Interest and dividends	8b.	\$ 0.00	\$ N/A
8c. Family support payments that you, a non-filing spouse, or a dependent regularly receive Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	8c.	\$ 0.00	\$ N/A
8d. Unemployment compensation	8d.	\$ 0.00	\$ N/A
8e. Social Security	8e.	\$ 0.00	\$ N/A
8f. Other government assistance that you regularly receive Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify:	8f.	\$ 0.00	\$ N/A
8g. Pension or retirement income	8g.	\$ 0.00	\$ N/A
8h. Other monthly income. Specify:	8h.+	\$ 0.00	\$ N/A
9. Add all other income. Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	9.	\$ 0.00	\$ N/A
10. Calculate monthly income. Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	10.	\$ 4,207.00	\$ N/A
11. State all other regular contributions to the expenses that you list in Schedule J. Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives. Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in <i>Schedule J</i> . Specify:			
	11.	+\$ 0.00	
12. Add the amount in the last column of line 10 to the amount in line 11. The result is the combined monthly income. Write that amount on the <i>Summary of Schedules</i> and <i>Statistical Summary of Certain Liabilities and Related Data</i> , if it applies	12.	\$ 4,207.00	
Combined monthly income			
13. Do you expect an increase or decrease within the year after you file this form?			
<input type="checkbox"/> No. <input checked="" type="checkbox"/> Yes. Explain: Debtor receives a yearly bonus in February of each year. Debtor will contribute entire net bonus to the plan as additional funding.			

Fill in this information to identify your case:

Debtor 1 Rachelle Denise Epps

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: EASTERN DISTRICT OF VIRGINIA - NORFOLK DIVISION

Case number 19-71182
(If known)

Check if this is:

- ☐ An amended filing
- ☐ A supplement showing postpetition chapter 13 expenses as of the following date:

MM / DD / YYYY

Official Form 106J

Schedule J: Your Expenses

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach another sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Your Household

1. Is this a joint case?

- ☒ No. Go to line 2.
- ☐ Yes. Does Debtor 2 live in a separate household?
- ☐ No
- ☐ Yes. Debtor 2 must file Official Form 106J-2, *Expenses for Separate Household* of Debtor 2.

2. Do you have dependents? ☒ No

Do not list Debtor 1 and Debtor 2. ☐ Yes. Fill out this information for each dependent.....

Do not state the dependents names.

Dependent's relationship to Debtor 1 or Debtor 2

Dependent's age

Does dependent live with you?

- ☐ No
- ☐ Yes
- ☐ No
- ☐ Yes
- ☐ No
- ☐ Yes
- ☐ No
- ☐ Yes

3. Do your expenses include expenses of people other than yourself and your dependents? ☒ No ☐ Yes

Part 2: Estimate Your Ongoing Monthly Expenses

Estimate your expenses as of your bankruptcy filing date unless you are using this form as a supplement in a Chapter 13 case to report expenses as of a date after the bankruptcy is filed. If this is a supplemental *Schedule J*, check the box at the top of the form and fill in the applicable date.

Include expenses paid for with non-cash government assistance if you know the value of such assistance and have included it on *Schedule I: Your Income* (Official Form 106I.)

Your expenses

4. The rental or home ownership expenses for your residence. Include first mortgage payments and any rent for the ground or lot.

4. \$ 1,350.00

If not included in line 4:

- 4a. Real estate taxes
- 4b. Property, homeowner's, or renter's insurance
- 4c. Home maintenance, repair, and upkeep expenses
- 4d. Homeowner's association or condominium dues

4a. \$ 0.00

4b. \$ 0.00

4c. \$ 0.00

4d. \$ 0.00

5. Additional mortgage payments for your residence, such as home equity loans

5. \$ 0.00

Debtor 1 **Rachelle Denise Epps**

Case number (if known) **19-71182**

6. Utilities:								
6a. Electricity, heat, natural gas	6a. \$	250.00						
6b. Water, sewer, garbage collection	6b. \$	150.00						
6c. Telephone, cell phone, Internet, satellite, and cable services	6c. \$	270.00						
6d. Other. Specify: _____	6d. \$	0.00						
7. Food and housekeeping supplies	7. \$	300.00						
8. Childcare and children's education costs	8. \$	0.00						
9. Clothing, laundry, and dry cleaning	9. \$	100.00						
10. Personal care products and services	10. \$	20.00						
11. Medical and dental expenses	11. \$	45.00						
12. Transportation. Include gas, maintenance, bus or train fare. Do not include car payments.	12. \$	550.00						
13. Entertainment, clubs, recreation, newspapers, magazines, and books	13. \$	100.00						
14. Charitable contributions and religious donations	14. \$	0.00						
15. Insurance. Do not include insurance deducted from your pay or included in lines 4 or 20.								
15a. Life insurance	15a. \$	0.00						
15b. Health insurance	15b. \$	0.00						
15c. Vehicle insurance	15c. \$	92.00						
15d. Other insurance. Specify: Renter's Insurance	15d. \$	18.00						
16. Taxes. Do not include taxes deducted from your pay or included in lines 4 or 20. Specify: _____								
	16. \$	0.00						
17. Installment or lease payments:								
17a. Car payments for Vehicle 1	17a. \$	0.00						
17b. Car payments for Vehicle 2	17b. \$	0.00						
17c. Other. Specify: _____	17c. \$	0.00						
17d. Other. Specify: _____	17d. \$	0.00						
18. Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, Schedule I, Your Income (Official Form 106I).								
	18. \$	0.00						
19. Other payments you make to support others who do not live with you.								
Specify: _____	19. \$	0.00						
20. Other real property expenses not included in lines 4 or 5 of this form or on Schedule I: Your Income.								
20a. Mortgages on other property	20a. \$	0.00						
20b. Real estate taxes	20b. \$	0.00						
20c. Property, homeowner's, or renter's insurance	20c. \$	0.00						
20d. Maintenance, repair, and upkeep expenses	20d. \$	0.00						
20e. Homeowner's association or condominium dues	20e. \$	0.00						
21. Other: Specify: Contingent Expense								
	21. +\$	210.00						
Student Loan	+\$	250.00						
22. Calculate your monthly expenses								
22a. Add lines 4 through 21.	<table border="1"> <tr> <td>\$</td> <td>3,705.00</td> </tr> <tr> <td>\$</td> <td></td> </tr> <tr> <td>\$</td> <td>3,705.00</td> </tr> </table>		\$	3,705.00	\$		\$	3,705.00
\$			3,705.00					
\$								
\$	3,705.00							
22b. Copy line 22 (monthly expenses for Debtor 2), if any, from Official Form 106J-2								
22c. Add line 22a and 22b. The result is your monthly expenses.								
23. Calculate your monthly net income.								
23a. Copy line 12 (<i>your combined monthly income</i>) from Schedule I.	23a. \$	4,207.00						
23b. Copy your monthly expenses from line 22c above.	23b. -\$	3,705.00						
23c. Subtract your monthly expenses from your monthly income. The result is your <i>monthly net income</i> .								
	23c. \$	502.00						
24. Do you expect an increase or decrease in your expenses within the year after you file this form? For example, do you expect to finish paying for your car loan within the year or do you expect your mortgage payment to increase or decrease because of a modification to the terms of your mortgage?								
<input checked="" type="checkbox"/> No.								
<input type="checkbox"/> Yes. Explain here: Debtor commutes to Richmond for work daily.								

**United States Bankruptcy Court
Eastern District of Virginia - Norfolk Division**

In re **Rachelle Denise Epps**

Debtor(s)

Case No.

Chapter **13**

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR

1. Pursuant to 11 U.S.C. § 329(a) and Bankruptcy Rule 2016(b), I certify that I am the attorney for the above-named debtor(s) and that compensation paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept	\$	<u>5,100.00</u>
Prior to the filing of this statement I have received	\$	<u>640.00</u>
Balance Due	\$	<u>4,460.00</u>

2. The source of the compensation paid to me was:

☐ Debtor ☒ Other (*specify*) **Debtor paid Tommy C. Smith, III \$950 (\$310 court costs, \$640 attorney fees), remainder of \$4,460 fee to be paid through chapter 13 plan.**

3. The source of compensation to be paid to me is:

☒ Debtor ☐ Other (*specify*)

4. ☒ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

☐ I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation, is attached.

5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

- a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
- b. Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
- c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
- d. Other provisions as needed:

Negotiations with secured creditors to reduce to market value; exemption planning; preparation and filing of reaffirmation agreements and applications as needed; preparation and filing of motions pursuant to 11 USC 522(f)(2)(A) for avoidance of liens on household goods.

6. By agreement with the debtor(s), the above-disclosed fee does not include the following services:

Representation of the debtors in any dischargeability actions and/or any other adversary proceeding.

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

March 27, 2019

Date

/s/ Rachelle Denise Epps
Rachelle Denise Epps

/s/ Tommy C. Smith, III

Tommy C. Smith, III 42409

Signature of Attorney

Law Offices of Tom C. Smith

Name of Law Firm

1600 Virginia Beach Blvd.

Virginia Beach, VA 23454

757-428-3481 Fax: 757-491-6174

***For use in Chapter 13 Cases where Fees Requested Not in Excess of \$5,296
(For all Cases Filed on or after 01/01/2019)***

**NOTICE TO DEBTOR(S), STANDING CHAPTER 13 TRUSTEE AND UNITED
STATES TRUSTEE
PURSUANT TO LOCAL BANKRUPTCY RULE 2016-1(C) AND
CLERK'S CM/ECF POLICY 9**

Notice is hereby given that pursuant to Local Bankruptcy Rule 2016-1(C), you must file an objection with the court to the fees requested in this disclosure of compensation opposing said fees in their entirety, or in a specific amount, no later than the last day for filing objections to confirmation of the chapter 13 plan.

PROOF OF SERVICE

The undersigned hereby certifies that on this date the foregoing Notice was served upon the debtor(s), the standing Chapter 13 trustee, and U. S. trustee pursuant to Local Bankruptcy Rule 2016-1(C) and the Clerk's CM/ECF Policy 9, either electronically or in paper form (first class mail).

April 4, 2019

Date

/s/ Tommy C. Smith, III

Tommy C. Smith, III 42409

Signature of Attorney

Label Matrix for local noticing
0422-2
Case 19-71182-SCS
Eastern District of Virginia
Norfolk
Thu Apr 4 09:36:34 EDT 2019

United States Bankruptcy Court
600 Granby St., Room 400
Norfolk, VA 23510-1915

City of Chesapeake Treasurer
POB 16495
Chesapeake, VA 23328-6495

Columbia Gas
c/o CBCS
POB 2589
Columbus, OH 43216-2589

(p)CREDIT ACCEPTANCE CORPORATION
25505 WEST 12 MILE ROAD
SOUTHFIELD MI 48034-8316

Drive ERT
700 Port Centre Parkway
Suite 2B
Portsmouth, VA 23704-5901

Henrico Doctors
POB 13620
Chesapeake, VA 23325-0000

IC Systems
444 Highway 96 E
Saint Paul, MN 55127-2557

James River Emergency Group
POB 14000
Belfast, ME 04915-4033

LCA Collectoin
P.O. Box 2240
Burlington, NC 27216-2240

Navient
POB 9533
Wilkes Barre, PA 18773-9533

Office of the U.S. Attorney
101 W. Main Street, Suite 8000
Norfolk, VA 23510-1651

Parham Doctors Hospital
POB 743485
Atlanta, GA 30374-3485

Pembroke Finance
c/o Glasser & Glasser
580 East Main Street
Norfolk, VA 23510-2306

Progressive Leasing
256 West Data Drive
Draper, UT 84020-2315

Santander Consumer
c/o Thomas G. Dundon, CEO/Pres
8585 North Stemmons Freeway
Suite 900
Dallas, TX 75247-3836

Southwest Credit Systems
POB 650543
Dallas, TX 75265-0543

United Consumers / Radiology Assoc.
14205 Telegraph Road
Woodbridge, VA 22192-4615

John P. Fitzgerald, III
Office of the U.S. Trustee, Region 4 -N
200 Granby Street, Room 625
Norfolk, VA 23510-1819

R. Clinton Stackhouse Jr.
Chapter 12/13 Trustee
7021 Harbour View Boulevard
Suite 101
Suffolk, VA 23435-2869

Rachelle Denise Epps
218 Hinton Avenue
Chesapeake, VA 23323-3020

Tommy C. Smith III
Law Offices of Tom C. Smith
1600 Virginia Beach Boulevard
Virginia Beach, VA 23454-4631

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

Credit Acceptance
c/o Brett A. Roberts, CEO
25505 West 12 Mile Road
Southfield, MI 48034-0000

End of Label Matrix
Mailable recipients 21
Bypassed recipients 0
Total 21